

COMBINED DECLARATION AND POWER OF ATTORNEY  
FOR UTILITY PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

APPARATUS FOR ASSISTING VIDEO COMPRESSION IN A COMPUTER SYSTEM

the specification of which

  X   is attached hereto. (UNSIGNED: SIGNATURE WILL FOLLOW)

           was filed on      as Application No.     .

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a) which states in relevant part: "Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section....The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98."

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate as indicated below and have also identified below any foreign application for patent or inventor's certificate on this invention having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)			Priority Claimed	
(Number)	(Country)	(Day/Month/Year Filed)	<u>  Yes  </u>	<u>  No  </u>
(Number)	(Country)	(Day/Month/Year Filed)	<u>  Yes  </u>	<u>  No  </u>

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s), and under §119(e) of any United States provisional application(s), listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulation, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

(Application Serial No.)	(Filing Date)	(Patented, Pending, Abandoned)
(Application Serial No.)	(Filing Date)	(Patented, Pending, Abandoned)

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith, and to file, prosecute and to transact all business in connection with international applications directed to said invention:

<u>Name</u>	<u>Registration Number</u>
A. Richard Park	41,241
Hoyt A. Fleming III	P-41,752

Address all correspondence to:

~~A. Richard Park~~  
**Law Offices of Richard Park**  
**2115 Princeton Street**  
**Palo Alto, CA 94306**

Direct all telephone calls to A. Richard Park at (650) 329-1989.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or  
first inventor:

Dean A. Klein

Inventor's signature:

***SIGNATURE WILL FOLLOW***

Date:

Citizenship:

United States

Residence:

1473 Parkforest Way, Eagle, Idaho 83616

Post Office Address:

Same as above

Full name of second joint  
inventor, if any:

Inventor's signature:

Date:

Citizenship:

Residence:

Post Office Address:

Full name of third joint  
inventor, if any:

Inventor's signature:

Date:

Citizenship:

Residence:

Post Office Address:

DECLARATION

CERTIFICATE OF MAILING. I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on March 26 1998 (Date).

A - RICHARD PARK  
(Typed or Printed Name of Person Mailing Paper or Fee)

[Signature]  
(Signature of Person Mailing Paper or Fee)

**PATENT APPLICATION**  
**Attorney Docket No. MEI-97-01386.00**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of )  
Klein ) Group Art Unit: *Unassigned*  
Application No.: *Unassigned* ) Examiner: *Unassigned*  
Filing Date: *Unassigned* )  
For: **APPARATUS FOR ASSISTING** )  
**VIDEO COMPRESSION IN A** )  
**COMPUTER SYSTEM** )

**POWER OF ATTORNEY BY ASSIGNEE  
TO EXCLUSION OF INVENTOR UNDER 37 C.F.R. § 3.71  
WITH REVOCATION OF PRIOR POWERS**

Assistant Commissioner for Patents  
Washington, D.C. 20231

Dear Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints A. Richard Park, Registration No. 41,241, to prosecute this application and transact all business in the United States and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

[illegible]

\_\_\_\_\_ the Assignment recorded on \_\_\_\_\_ at reel \_\_\_\_\_, frames \_\_\_\_\_ - \_\_\_\_\_.

Direct all telephone calls and correspondence to:

**ASSIGNEE:** Micron Electronics, Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SOLE TO CORPORATE ASSIGNMENT**

WHEREAS, the undersigned, Dean A. Klein, (hereinafter termed "Inventor"), having a residence at 1473 Parkforest Way, City of Eagle, County of Ada, State of Idaho has invented certain new and useful improvements in:

**APPARATUS FOR ASSISTING VIDEO COMPRESSION IN A COMPUTER SYSTEM**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention: **(UNSIGNED-SIGNATURE WILL FOLLOW)**

\_\_\_\_ On the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_;

Or

\_\_\_\_ Said application having Application Number \_\_\_\_, and filed on the \_\_\_\_ day of \_\_\_\_.

WHEREAS Micron Electronics, Inc., (hereinafter termed "Assignee"), a corporation of the state of Minnesota, having a place of business at 900 East Karcher Road, Nampa, Idaho 83687, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all ~~patents, certificates of invention and other forms of protection thereon~~ (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

*SIGNATURE WILL FOLLOW*

Dean A. Klein

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared Dean A. Klein, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature